

§ 363.28

the name and SSN of the minor may be a primary account established by the minor, or it may be another minor linked account with the same or a different custodian. The custodian may transfer one or more of the securities at a time, or the custodian may de-link the account and transfer all of the securities contained in the account to the minor's previously established primary TreasuryDirect account. The minor must establish his or her own primary TreasuryDirect account prior to transfer of his or her securities.

(2) In order to gain control of the securities held in the minor's account, the minor must first open his or her own primary account.

(3) The minor may gain control of the securities held in the minor's account by the custodian transferring the securities held in the minor's account to the minor's primary account, or the minor may request that Public Debt transfer the securities to his or her primary account.

(4) The minor may gain control of his or her zero-percent certificate of indebtedness by the custodian de-linking the account and transferring the zero-percent certificate of indebtedness to the minor's primary account, or the minor may request that Public Debt de-link the account and transfer the zero-percent certificate of indebtedness to his or her primary account.

(g) *Liability.* We rely on the certification of the custodian that he or she is acting on behalf of the minor. We are not liable to the minor, or any other person or party acting on behalf of the minor, for the actions of the custodian, nor are we liable for the application of any proceeds from the transfer or redemption of securities held in the minor's account. The custodian agrees to indemnify and hold harmless the United States in the event that we suffer any loss on account of any claim relating to a minor account.

[69 FR 2507, Jan. 16, 2004, as amended at 69 FR 50309, Aug. 16, 2004; 70 FR 57443, Sept. 30, 2005; 74 FR 19419, Apr. 29, 2009; 75 FR 78901, Dec. 17, 2010; 76 FR 18064, Apr. 1, 2011]

31 CFR Ch. II (7–1–11 Edition)

§ 363.28 Does Public Debt reserve the right to require that any TreasuryDirect® transaction be conducted in paper form?

We reserve the right to require any transaction to be conducted in paper form. Signatures on paper transactions must be certified or guaranteed as provided in § 363.43.

[70 FR 57434, Sept. 30, 2005]

§ 363.29 May Treasury close an account, suspend transactions in an account, or refuse to open an account?

We reserve the right to take any of the following actions if, in our sole discretion, we deem the action to be in the best interests of the United States:

(a) Refuse to open an account for any person;

(b) Close any existing account, redeem, sell, or liquidate the securities held in the account, and pay the proceeds to the person entitled;

(c) Suspend transactions with respect to an account or any security held in an account; or

(d) Take any other action with regard to any account that we deem necessary, if not inconsistent with existing law and existing rights.

[70 FR 57434, Sept. 30, 2005, as amended at 72 FR 30978, June 5, 2007]

§ 363.30 What actions may Treasury take if funds used to purchase a security were credited or debited in error or through fraud?

(a) If Treasury sustains a loss because the funds used to purchase a security were debited from an account at a financial institution from which the TreasuryDirect account owner did not have the right to authorize such ACH debit entry, we reserve the right to redeem that security from the account and use the proceeds to reimburse Treasury for the loss. If such security has been transferred to another TreasuryDirect account, we reserve the right to reverse the transfer, redeem the security, and use the proceeds to reimburse Treasury for the loss. If such security has been redeemed or has matured and the proceeds paid to the account owner, we reserve the right to